

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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May-22-2018 4:05 pm

Case Number: CUD-18-661990

Filing Date: May-22-2018 3:56

Filed by: ROSSALY DELAVEGA

Image: 06346688

COMPLAINT

**GRANADA ENTERPRISE MANAGEMENT LLC A LIMITED VS. MARIANNA  
RIESER ET AL**

001C06346688

**Instructions:**

Please place this sheet on top of the document to be scanned.

# SUMMONS (CITACION JUDICIAL)

## UNLAWFUL DETAINER—EVICTION

### (RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

#### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Marianna Rieser, an individual; and Does 1 through 5, inclusive,

#### YOU ARE BEING SUED BY PLAINTIFF:

#### (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Granada Enterprise Management, LLC, a limited liability company

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

CASE NUMBER:  
(Número del caso)  
**CUD-18-661990**

San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

R. Michael Lieberman, 1398 Post Street, San Francisco, CA 94109, 415-929-3197

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date:  
(Fecha)

**MAY 22 2018**

CLERK OF THE COURT

Clerk, by  
(Secretario)

Deputy  
(Adjunto)

**DE LA VEGA-NAVARRO, Rossaly**

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



4. NOTICE TO THE PERSON SERVED: You are served

- a. ☒ as an individual defendant.  
b. ☐ as the person sued under the fictitious name of (specify):  
c. ☐ as an occupant  
d. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ CCP 415.46 (occupant) ☐ other (specify):

5. ☐ by personal delivery on (date):

R. MICHAEL LIEBERMAN (SBN 120831)  
LAW OFFICES OF R. MICHAEL LIEBERMAN  
1398 POST STREET  
SAN FRANCISCO, CA 94109  
TELEPHONE: (415) 929-3197  
FAX: (415) 929-3476

Attorneys for Plaintiff

**FILED**  
San Francisco County Superior Court  
MAY 22 2018  
CLERK OF THE COURT  
BY: *[Signature]*  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO - LIMITED JURISDICTION

**CUD - 18 - 661990**

GRANADA ENTERPRISE  
MANAGEMENT, LLC, a limited  
liability company,

NO.

COMPLAINT FOR UNLAWFUL  
DETAINER

Plaintiff,

vs.

MARIANNA RIESER, an individual;  
and DOES 1 through 5, inclusive,

Defendant.

Plaintiff GRANADA ENTERPRISE MANAGEMENT, INC., a limited liability company, brings this civil action against the above-named defendants, and each of them, and complains and alleges as follows:

1. Plaintiff is a limited liability company.
2. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of: THE GRANADA.

1           3. Defendants named above are in possession of the premises  
2 located at 1000 Sutter Street, San Francisco, California 94109, Room 324.

3  
4           4. Plaintiff owns the premises and has a right to possession of the  
5 premises.

6  
7           5. The true names and capacities of defendants sued herein as Does  
8 are unknown to plaintiff. Plaintiff, therefore, sues these defendants by these  
9 fictitious names. Plaintiff is informed and believes and thereon alleges that  
10 each of these fictitiously named defendants is responsible in some manner for  
11 the acts, omissions and occurrences herein alleged and that plaintiff's losses as  
12 herein alleged were proximately caused by such acts, omissions and  
13 occurrences. Plaintiff will amend this Complaint to allege the true names and  
14 capacities of these fictitiously named defendants when ascertained.

15  
16           6. On or about December 22, 2008, defendant MARIANNA RIESER  
17 agreed to rent the premises located at 1000 Sutter Street, Room 415, San  
18 Francisco, CA 94109, for monthly tenancy at a rate of \$1695.00 payable  
19 monthly due in advance.

20  
21           7. The written agreement was made with plaintiff's agent.

22  
23           8. The agreement was later changed as follows: On or about January  
24 1, 2010, defendant's rent was lawfully increased to a rate of \$1732.29 payable  
25 monthly due in advance. On or about January 1, 2011, defendant's rent was  
26 lawfully increased to a rate of \$1734.02 payable monthly due in advance. On  
or about January 1, 2012, defendant's rent was lawfully increased to a rate of

1 \$1742.69 payable monthly due in advance. On or about January 1, 2013,  
2 defendant's rent was lawfully increased to a rate of \$1775.80 payable monthly  
3 due in advance. On or about January 1, 2014, defendant's rent was lawfully  
4 increased to a rate of \$1809.54 payable monthly due in advance. On or about  
5 January 1, 2015, defendant's rent was lawfully increased to a rate of \$1827.64  
6 payable monthly due in advance. On or about February 1, 2016, defendant's  
7 rent was lawfully increased to a rate of \$1862.37 payable monthly due in  
8 advance. On or about February 1, 2017, defendant's rent was lawfully  
9 increased to a rate of \$1892.00 payable monthly due in advance. On or about  
10 October 23, 2017, defendant moved to Room 324 for a monthly tenancy at a  
11 rate of \$1892.00 payable monthly due in advance.

12  
13 9. Plaintiff has performed all conditions of the rental agreement.

14  
15 10. A 3-day notice to quit was served on defendant MARIANNA RIESER  
16 on April 8, 2018.

17  
18 11. The period stated in the notice expired on April 11, 2018, and  
19 defendant failed to comply with the requirements of the notice by that date.

20  
21 12. All facts stated in the notice are true.

22  
23 13. The notice included an election of forfeiture.

24  
25 14. The notice referred to in the foregoing paragraph was served by  
26 personally handing a copy to defendant MARIANNA RIESER on April 8, 2018.

1           15.    The fair rental value of the premises is \$63.07 per day.

2  
3           16.    Plaintiff is entitled to immediate possession of the premises.

4  
5           17.    Defendants' tenancy is subject to the San Francisco Rent  
6 Stabilization Ordinance as Amended in February of 1987. Plaintiff has met all  
7 applicable requirements of the ordinance.

8  
9           18.    Plaintiff remits to the jurisdictional limit, if any, of the court.

10  
11                                   PRAYER FOR RELIEF

12  
13           WHEREFORE, plaintiff prays for relief and judgment against defendants,  
14 and each of them, as follows:

15  
16           a.    a possession of the premises;

17  
18           b.    costs incurred in this proceeding;

19  
20           c.    damages at the rate of \$63.07 per day, commencing after the  
21 conclusion of the period described in the 3-Day Notice;

22  
23           d.    forfeiture of the agreement; and

24  
25           e.    such other and further relief as the Court deems just and proper.

LAW OFFICES of R. Michael Lieberman  
1398 Post Street, San Francisco, California 94109  
TEL: 415-929-3197 • FAX: 415-929-3476

1 DATED: May 22, 2018

2 By: 

3 R. MICHAEL LIEBERMAN

4 Attorneys for Plaintiff

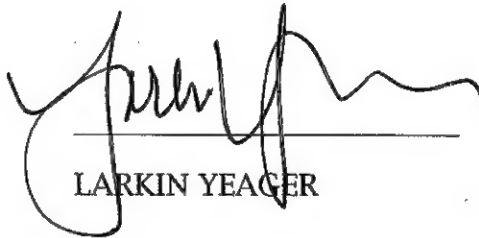
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VERIFICATION

I, LARKIN YEAGER, am an authorized representative of plaintiff, a limited liability company organized and existing under the laws of the State of California. I have been authorized to make this verification on its behalf. I have read the foregoing Complaint for Unlawful Detainer and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and to those matters, I believe them to be true.

I declare under penalty and perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 5-22-18



LARKIN YEAGER



## NOTICE TO QUIT

To Marianne Riser, tenant in possession of premises located at 1000 Sutter St., Room 324, San Francisco, California 94109, and all other persons in possession of said premises:

WITHIN THREE DAYS AFTER SERVICE OF THIS NOTICE, you must vacate the premises and deliver possession of them to the undersigned, Landlord's authorized agent. Your failure to deliver possession of the premises within three days will cause the undersigned to initiate legal proceedings against you to terminate your right to occupy and keep possession of the premises and to recover possession of the premises with such damages as are allowed by law. This could result in a JUDGMENT AGAINST YOU which could include rent owed through the expiration date of this notice, with damages for each day of occupancy after that date and legal costs.

You are further notified that the undersigned elects to declare the forfeiture of the Occupancy Agreement under which you hold possession of the premises.

The reason for service of this notice and termination of your tenancy is that: you are maintaining, committing or permitting the maintenance or commission of a nuisance upon the premises; and (b) you are creating a substantial interference with the comfort, safety and enjoyment of the landlord and other tenants in the building. The specific nature of the above-mentioned nuisance, damage, waste and substantial interference is as follows: You maintain your unit in a unkempt, unsanitary manner and have filled it with so much belongings, trash and other debris that it is a fire and health hazard and prevents and hinders the management from entering the room and maintaining it.

ADVICE REGARDING THIS NOTICE is available to you from the San Francisco Rent Arbitration Stabilization Board.

DATED: 8 Apr 18

Bob Dunlop  
Manager

SERVICE:

UPON: Marianne Riser

DATE: 4/8/18

TIME: 5:55 PM

BY: Bob Dunlop

served in Dining Room The Granada



## San Francisco Residential Rent Stabilization and Arbitration Board

# Notice to Tenant Required by Rent Ordinance §37.9(c)

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco* (*San Francisco Housing Resource Guide*) tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



## San Francisco Residential Rent Stabilization and Arbitration Board

### Notice to Tenant Required by Rent Ordinance §37.9(c)

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### 租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

#### УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора и ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

## OCCUPANCY AGREEMENT

1. The parties to this Agreement are THE GRANADA ('Proprietor') and MARIANNA RIESER (<sup>Resp for Payment</sup> Daughter of L. Richardson) ("Guest").

2. Proprietor furnishes Room 324 ~~415~~ ("the Premises"), which is a Private with private bath to Guest. In doing so, Proprietor has relied upon the information contained in the Application, which information Guest represents to be true and correct.

3. The term of this Agreement shall commence on the date set forth below and shall continue on a [CIRCLE ONE] weekly/bi-weekly/monthly basis.

4. Guest agrees to pay Proprietor in advance \$ 1695.00 <sup>1695.00</sup> ~~1715.00~~ per week, <sup>MONTH</sup> \$ \_\_\_\_\_ per 2 weeks or \$ \_\_\_\_\_ per month. No refunds will be returned for rent or deposits paid.

5. Guest agrees to the following conditions of occupancy:

- a. Not to keep pets of any kind;
- b. Not to make noise that disturbs the peace and quiet of other occupants or otherwise interfere with the comfort, safety or enjoyment of other occupants;
- c. Not to permit persons other than those shown on the Application to occupy the Premises without Proprietor's prior written consent;
- d. To maintain the Premises in a clean and sanitary condition;
- e. Not to remove any property or make any modifications or alterations to the Premises or its furnishings without Proprietor's prior written consent;
- f. Not to smoke in public areas of the Premises.

6. Guest acknowledges that Guest has inspected the Premises, that the Premises are furnished and that the Premises and the furnishings are in good condition. Guest agrees to pay for all damage to the Premises and for all items that are missing or broken at the time of the termination of occupancy.

7. Guest understands and agrees that Proprietor has a key to the Premises and is entitled to enter the Premises as permitted by law to maintain, improve, repair or inspect the Premises.

8. Weekly/ Bi-weekly/ Monthly Guests must give 7/ 14/ 30 days written notice before vacating. Proprietor may change the conditions of this Agreement upon similar notice.

9. Guest's failure to perform the terms of this Agreement shall permit Proprietor to recover possession and damages as permitted by law.

10. The waiver of any breach of this Agreement shall not be deemed a waiver of any further breach.

11. Any dispute between Guest and Proprietor regarding Guest's occupancy of the Premises (excepting unlawful detainer actions) shall be submitted to binding arbitration pursuant to California law by the rules of the American Arbitration Association and not by a lawsuit.

12. Your performance as a Guest at this property may be reported to credit reporting agencies.

Date: 12-22-08

Manos Futoro  
THE GRANADA

[Signature]  
GUEST

\_\_\_\_\_  
GUEST

.....

**Fair Housing Policy Of The Company**

This business does not discriminate in its treatment of rental applicants or tenants on the basis of race, color, marital status, familial status, ancestry, national origin, source of income, mental/physical disability, sex, sexual orientation, medical condition, age or any other consideration made unlawful by federal, state or local laws. The business will provide reasonable accommodation, upon request, in accordance with its reasonable accommodation policy. If you believe that any such discrimination has occurred, please immediately report the facts of the incident(s) and the name(s) of the party(ies) involved to any supervisor or manager of The Company or to the Company's General Counsel, R. Michael Lieberman, 1398 Post St., San Francisco, CA 94109, (415) 929-3197.

APPLICATION

(This becomes part of your Occupancy Agreement)

NAME: MARIANNA RIESER LIZ RICHARDSON for benefit of MARIANNA RIESER

ADDRESS: 1354 W TOOTHY AVE  
Chicago, IL 60626

HOME PHONE: 773-338-0578 WORK PHONE: \_\_\_\_\_

CELL PHONE: 773-550-8032 EMAIL: DEZAL@SBCGLOBAL.NET

TYPE OF ROOM REQUESTED: Private w/Bath

CHECK IN DATE: Dec 22, 2008 CHECK OUT DATE: \_\_\_\_\_

HOW WERE YOU REFERRED TO US (SCHOOL, AGENCY): Senior Center

IN CASE OF EMERGENCY WHOM SHOULD WE NOTIFY:

NAME: LIZ RICHARDSON ADDRESS: 1354 W TOOTHY PHONE: 773-550-8032 cell

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: 773-338-0578

CREDIT REFERENCES:

DATE OF BIRTH: 11/28/1939

BANK REFERENCES:

BANK: \_\_\_\_\_ ACCT NO.: \_\_\_\_\_ BRANCH: \_\_\_\_\_

BANK: \_\_\_\_\_ ACCT NO.: \_\_\_\_\_ BRANCH: \_\_\_\_\_

CREDIT CARD REFERENCE:

1. COMPANY: \_\_\_\_\_ ACCOUNT NO.: \_\_\_\_\_

2. COMPANY: \_\_\_\_\_ ACCOUNT NO.: \_\_\_\_\_

OTHER CREDIT REFERENCES: \_\_\_\_\_

RENTAL HISTORY (IF YES, GIVE DETAILS):

HAVE YOU EVER BEEN EVICTED? \_\_\_\_\_

HAVE YOU EVER BEEN SUED BY YOUR LANDLORD? \_\_\_\_\_

CURRENT LANDLORD'S CONTACT INFORMATION:

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PREVIOUS LANDLORD'S CONTACT INFORMATION:

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

HAVE YOU EVER STAYED AT A RESIDENTIAL HOTEL OR  
RESIDENCE CLUB? (IF YES, PROVIDE DETAILS): \_\_\_\_\_

HOW DID YOU HEAR OF US? \_\_\_\_\_



**CURRENT EMPLOYMENT OR SOURCE OF INCOME:**

EMPLOYER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
SUPERVISOR: \_\_\_\_\_ MONTHLY INCOME: \_\_\_\_\_  
LENGTH OF WORK: \_\_\_\_\_ TYPE OF WORK: \_\_\_\_\_

**PREVIOUS EMPLOYMENT OR SOURCE OF INCOME:**

EMPLOYER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
SUPERVISOR: \_\_\_\_\_ MONTHLY INCOME: \_\_\_\_\_  
LENGTH OF WORK: \_\_\_\_\_ TYPE OF WORK: \_\_\_\_\_

**PERSONAL REFERENCES (TWO NON-RELATIVES):**

1. NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
2. NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

VEHICLE: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ LICENSE NO.: \_\_\_\_\_ STATE: \_\_\_\_\_

The undersigned represents that all of the above information is true and complete and hereby authorizes verification of such information from my credit sources, credit bureaus, current and previous landlords and employers and personal references. False information given above shall be grounds for Proprietor's rejection of this application, non-return of deposit, if any, and termination of the right of occupancy.

Dec 22, 2008  
Date

[Signature]  
APPLICANT SIGNATURE

**FAIR HOUSING POLICY OF THE COMPANY**

This business does not discriminate in its treatment of rental applicants or tenants on the basis of race, color, marital status, familial status, ancestry, national origin, source of income, mental/physical disability, sex, sexual orientation, medical condition, age or any other consideration made unlawful by federal, state or local laws. The business will provide reasonable accommodation, upon request, in accordance with its reasonable accommodation policy.

Submitting the above Application with all requested information is required for initiating a residency or tenancy. The only criteria that this business employs to evaluate rental applicants is the following: (1) financial ability to pay rent; (2) good credit record; (3) good rental history; and (4) availability of accommodations desired by applicant. The business will provide you with a response to your application within 48 hours.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>R. MICHAEL LIEBERMAN (SBN 120831)</b> Law Offices of R. Michael Lieberman 1398 Post Street, San Francisco, CA 94109 TELEPHONE NO.: <b>415-929-3197</b> FAX NO.: <b>415-929-3476</b> ATTORNEY FOR (Name): <b>Plaintiff Granada Enterprise Management, LLC</b>		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> San Francisco County Superior Court MAY 22 2018 CLERK OF THE COURT BY: <i>[Signature]</i> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>SAN FRANCISCO</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME:			
CASE NAME: <b>Granada Enterprise Management, LLC v. Marianna Rieser</b>			
<b>CIVIL CASE COVER SHEET</b> <input type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> <b>CUD</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">-18-661990</div> JUDGE: DEPT:

Items 1-5 below must be completed (see instructions on page 2).

## 1. Check one box below for the case type that best describes this case:

**Auto Tort**

- ☐ Auto (22)  
☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

- ☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

- ☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

**Employment**

- ☐ Wrongful termination (36)  
☐ Other employment (15)

**Contract**

- ☐ Breach of contract/warranty (06)  
☐ Collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

**Real Property**

- ☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

**Unlawful Detainer**

- ☐ Commercial (31)  
☒ Residential (32)  
☐ Drugs (38)

**Judicial Review**

- ☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation**  
(Cal. Rules of Court, rules 1800-1812)

- ☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

- ☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

- ☐ RICO (27)  
☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

- ☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- |                                                                                                                                |                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> Substantial postjudgment judicial supervision                                                                                  |

## 3. Type of remedies sought (check all that apply):

- a. ☐ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☐ punitive

## 4. Number of causes of action (specify): 1

5. This case ☐ is ☒ is not a class action suit.

## 6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 22, 2018

R. MICHAEL LIEBERMAN

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

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